

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LOS ANGELES POLICE DEPARTMENT
AND
THE SANTA MONICA COLLEGE POLICE DEPARTMENT**

File 00-243
PRD# 11-0204
West Bureau.
Expires - Sept 2015

I. PARTIES

This Memorandum of Agreement (MOA) is entered into by and between the City of Los Angeles acting by and through the Chief of Police (COP), Los Angeles Police Department (LAPD) and the Santa Monica Community College District (SMCCD) acting by and through the COP, Santa Monica College Police Department (SMCPD).

II. TERM

The term of this MOA shall commence on September 1, 2010, at 0001 hours, and shall expire on September 1, 2015, at 2400 hours, unless it is terminated earlier. Unless written notice of the non-extension is provided to one party by the other, of not less than ninety (90) calendar days as prior to September 1, 2015, the MOA shall be automatically extended for a one-year term commencing on September 1, 2015, subject to the same terms and conditions.

III. NOTICE

Written notice concerning the termination of the MOA will be given by registered or certified mail and forwarded to the following addresses:

Chief of Police
Los Angeles Police Department
100 West First Street
Los Angeles, California 90012

Chief of Police
Santa Monica College Police Department
1900 Pico Boulevard
Santa Monica, California 90405

IV. PURPOSE

This MOA is entered into by and between the Santa Monica College (SMC) acting by and through the COP, SMCPD, and the City of Los Angeles acting by and through the COP, LAPD, for the purpose of establishing guidelines and clarifying agency jurisdiction for the investigation of Part I violent crimes as mandated by the Kristin Smart Campus Safety Act of 1998. The LAPD recognizes concurrent jurisdiction for investigation of all crimes occurring on SMC properties.

WHEREAS, California Education Code Section 67381©, the Kristin Smart Campus Safety Act of 1998, requires law enforcement agencies to designate operational responsibilities and defines specific geographical boundaries for response of the investigation of Part I violent crimes on campuses and properties controlled by post-secondary institutions such as the SMC.

WHEREAS, Education Code Section 67381(i.2) defines Part I violent crimes as willful homicide, forcible rape, robbery, and aggravated assault as defined in the Uniform Crime Reporting Handbook of the Federal Bureau of Investigation.

WHEREAS, the California Legislature reaffirms that campuses have primary authority for providing police services, including the investigation of criminal activity.

THEREFORE, the parties agree as follows:

V. POLICY

CRIMINAL INVESTIGATIONS

1. The LAPD shall maintain preliminary and follow-up investigative responsibility for all crimes and incidents listed below that occur on properties owned, operated, leased, controlled, or administered by the SMCCD and occur within the City of Los Angeles:
 - All Part I crimes of violence or the use of weapon(s);
 - Crimes involving a firearm or other deadly weapon;
 - All sex crimes, including those committed against children;
 - Missing persons when suspicious circumstances exist or a public figure is involved;
 - Embezzlements;
 - Forgeries;
 - Burglary or other thefts which involve a substantial property loss or suggest a level of sophistication beyond routine burglaries;
 - Crimes requiring specialized investigative skills, knowledge or training;
 - Crimes that would normally involve the collection of evidence by the LAPD Scientific Investigation Division. This could include evidence that is "time sensitive," or which can only be located or collected through the use of special equipment, (e.g., blood, semen);
 - All death investigations;
 - Crimes involving the LAPD Special Weapons and Tactics (SWAT). The LAPD will retain preliminary and follow-up investigative responsibilities for all criminal investigations resulting from LAPD SWAT deployments;
 - Crimes involving the response of the LAPD Bomb Squad. The preliminary responsibility for bomb threat investigations shall be the responsibility of the SMCPD. The SMCPD will forward a copy of bomb threat crime reports to the LAPD;
 - The criminal aspects of an SMCPD officer-involved shooting;

Note: The SMC will retain the responsibility for any administrative investigation associated with an SMC officer-involved shooting;

- Terrorist incidents or events;
- Felonies involving a named suspect who remains at large or when a vehicle license plate of the suspect's vehicle or other information is available that may assist in the identification and immediate apprehension of the suspect is available;
- Vice enforcement;

- Narcotics incidents where the amount of narcotics or the circumstances require the unique expertise and/or follow-up investigation by the LAPD narcotics personnel;
 - Organized crime activities;
 - Politically-motivated criminal activities;
 - Criminal investigations involving labor;
 - Gang activities; and,
 - Traffic collision investigations (fatal, injury, both actual and complained-of, City property involved, or hit and run).
2. The LAPD will be responsible for the investigation of all criminal activities occurring in the City of Los Angeles, excluding properties owned, operated, leased, controlled, or administered by the SMCCD except for those listed above.
 3. The MOA recognizes the overlapping jurisdictions reflected in the California Penal Code Sections 830.1 for LAPD and 830.32 for the SMCPD, and does not preclude officers from either agency responding and taking appropriate action in response to crimes occurring in either jurisdiction.
 4. The MOA recognizes that California Education Code, Section 89560 establishes the extent of the authority of college police officers upon the campuses of the College and an area within one mile of the exterior boundaries of each thereof and, in or about other grounds or properties owned, operated, controlled or administered by the SMC as provided in Section 830.32 of the Californian Penal Code.
 5. Where such action is taken by the SMCPD outside college property but within the City of Los Angeles, notification shall be made as soon as practicable to the LAPD, who will then respond and take control and responsibility for the investigation.
 6. The LAPD will liaison with the SMCPD to ensure that criminal cases are investigated in a timely manner.
 7. The SMCPD will have responsibility for the preliminary and follow-up investigations of crimes occurring on the SMC campus located in Los Angeles except for those listed above (V-1). Courtesy crime reports (except as listed in V-1) can be completed by either agency with approval of the respective watch commander. Courtesy reports will be forwarded to the appropriate agency for follow-up investigations.

PUBLIC DEMONSTRATIONS/CIVIL DISOBEDIENCE

1. The SMCPD will have primary responsibility for handling all demonstrations that occur on the SMC campus. The LAPD personnel will respond to assist only when requested by the SMC COP or designee. When the LAPD personnel respond, they will remain under the command of the LAPD supervisors at all times. The LAPD Officer in Charge will accept missions under the provisions of the Incident Command System in consultation with the SMC COP or designee.
2. The SMCPD can respond to requests for assistance from the LAPD within the SMCPD jurisdiction boundaries. Under such circumstances, the SMCPD can accept missions from the LAPD Incident Commander while remaining under the SMCPD supervision.

3. The SMCPD and the LAPD will provide timely information to each agency when either becomes aware of pre-planned events occurring within their jurisdiction or have the potential for affecting each agency's deployment.

CALLS FOR SERVICE, CITIZEN CALLS AND OBSERVATIONAL POLICE ACTIVITY

1. The SMCPD will respond to directed calls for service within their jurisdictional boundaries when the call is related to an SMC facility.
2. The SMCPD can respond to the LAPD calls for service within the SMCPD jurisdictional boundaries.

STATISTICAL REPORTING OF CRIME

Reports initiated by the SMCPD shall be immediately delivered to the Pacific Area watch commander for review and approval. Such crime reports will be forwarded to the LAPD Pacific Area Records Unit, by LAPD personnel, who will ensure the reports' data is entered into the Consolidated Crime Analysis Database.

Note: The SMCPD shall retain responsibility for reporting its crime data directly to the Department of Justice (DOJ).

On a mutually agreed upon basis, the SMCPD and the LAPD will periodically meet and discuss crime/data trends or other problems/solutions of mutual concern. The SMCPD will provide the LAPD copies of all crime reports that occur outside SMC property when the SMCPD conducts the follow-up investigations defined in the MOA.

REQUESTS FOR ASSISTANCE

Requests for assistance shall be made through presently established telephone communication procedures. Requests for assistance shall be immediately acknowledged. The SMCPD and the LAPD shall deploy officers in accordance with the terms of the MOA consistent with existing respective departmental policies.

RELATIONS TO OTHER LAWS AND SEVERABILITY

The parties agree that the MOA is subject to all federal, state and local laws, the Los Angeles City Charter and any applicable rules and regulations. If any provision of this MOA is in conflict or is inconsistent with said law and/or judgment, the remainder of the MOA will not be affected, unless it materially undermines the MOA as a whole.

VI. SUPPLEMENTAL CONDITIONS

MUTUAL INDEMNIFICATION

1. The LAPD hereby agrees to defend, indemnify and hold the SMC, its officers, agents, and employees harmless from and against any and all liability, claims, awards, lawsuits, damages, losses of any kind, and expenses, including but not limited to, reasonable attorney's fees and court costs, arising out of the LAPD's performance of the MOA, but only in proportion to, and to the extent, that any and all such claims, awards, lawsuits damages, losses and

expenses, including but not limited to, reasonable attorney's fees and court costs, are caused by or result from the acts or omissions of the LAPD, its offices, agents or employees.

2. The SMC hereby agrees to defend, indemnify and hold the LAPD, its officers, agents, and employees harmless from and against any and all liability, claims, awards, lawsuits, damages, losses of any kind, and expenses, including but not limited to, reasonable attorney's fees and court costs, arising out of the SMC's performance of this MOA, but only in proportion to, and to the extent, that any and all such claims, awards, lawsuits, damages, losses, and expenses, including but not limited to reasonable attorney's fees and court costs, are caused by or result from the acts or omissions of the SMC, its officers, agents or employees.

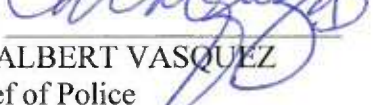
TERMINATION


Either party upon ninety (90) calendar days written notice to the other party can terminate this MOA.

IN WITNESS WHEREOF, the parties hereto have caused this MOA to be executed by their duly authorized officers as set forth herein below.

SANTA MONICA COLLEGE

CITY OF LOS ANGELES

BY: 
Dr. ALBERT VASQUEZ
Chief of Police
Santa Monica College Police Department

BY: 
CHARLIE BECK
Chief of Police
Los Angeles Police Department